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3. The owner of a vessel is not debarred from maintaining a suit against her pilot to recover the amount of damages paid on account of a collision which occurred through the pilot's negligence by the fact that such damages were paid without suit, nor is his right of action barred by laches where suit is commenced within the time allowed by the statute of the state to sue at law on similar claims.

LIBEL AND SLANDER—NEWSPAPER ARTICLE.—A false article published concerning plaintiff, making her the heroine of a fictitious story concerning an alleged proposed marriage: *Held* libelous *per se*.—*Kirman v. Sun Printing and Publishing Co.*, 91 N. Y. Supp. 193.

LIBEL AND SLANDER—QUESTION FOR JURY.—Where the language of a libel is susceptible of construction rendering it defamatory, and of a construction rendering it innocent, it was a question for the jury.—*Lauder v. Jones*, N. Dak. 101, N. W. 907.

DIVORCE—DESERTION.—Failure of a husband to supply his wife with necessaries: *Held*, not to authorize her to leave him and sue for divorce for desertion.—*Farrier v. Farrier*, N. J., 58, Atl. 1079.

CONTRACT OF MARRIAGE—FAILURE TO PERFORM.—Where one of the parties to a marriage contract fails to perform his agreement at the time fixed for the ceremony, no reasonable excuse existing for such failure, it is: *Held*, in *Wanack v. Kratky* (Neb.), 66 L. R. A. 798, that the other party may rescind the contract and maintain an action for damages. The other authorities on refusal or failure to keep agreement for marriage at a specified time or place as breach of the marriage contract are collated in a note to this case.

OYSTERS—TITLE, OWNERSHIP, AND POSSESSION—THINGS SUBJECT TO OWNERSHIP AS PROPERTY.—Under a statute, the plaintiff and defendant enjoyed perpetual franchises of adjoining tracts under the waters of Long Island Sound for purposes of shell fish cultivation. The plaintiff, supposing the defendant's land to be his own, deposited oyster shells upon it so that young oysters in the free-swimming larval stage became attached to the shells and developed into marketable oysters. The defendant having taken these oysters was sued for conversion: *Held*, That the plaintiff can recover, as the property is in him.—*Vroom v. Tilly*, 91 N. Y. Supp. 51.

Whether property in oysters is governed by the general law of original acquisition and disseisin of chattels or by its special branch relating to wild animals has been a puzzling question. Oysters have been variously regarded as being analagous to: (1) animals *feræ naturæ*; (2) inanimate personalty; (3) *feræ naturæ* until taken, and thereafter inanimate chattels; (4) emblements. See (1) *McCarty v. Holman*, 22 Hun (N. Y.) 53; (2) *State v. Taylor*, 27 N. J. Law 117; cf. (3) *Fleet v. Hegeman*, 14 Wend. (N. Y.) 42; (4) *Huffmire v. City of Brooklyn*, 22 N. Y. (App. Div.) 406. This interesting case seems to test the nature of the property right. Whatever the status of adult oysters, the free-swimming form